

December 17, 2018

Chris S. Walker
chris.walker@klgates.com

T +1 704 331 7515
F +1 704 331 7598

Via E-Mail and Certified Mail

Brian Farrier
Project Coordinator
Region 4 Superfund Remedial and Site
Evaluation Branch
U.S. Environmental Protection Agency
61 Forsyth Street, S.W., Mail Code 9T25
Atlanta, GA 30303-8960

**Re: Armstrong World Industries OU-2 ("AWI OU-2") Superfund Site
Financial Assurance Trust Account Documentation**

Dear Mr. Farrier:

This letter is timely submitted on behalf of the Respondents under the September 18, 2018 Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study ("AOC") for the AWI OU-2 Superfund Site.

Pursuant to Paragraph 115 of the AOC, I have enclosed two copies of the Financial Assurance Trust Agreement executed by Respondents and de maximis, inc. ("Trustee"). I have also enclosed an email from the Trustee confirming that it has received and deposited into the Financial Assurance Trust account \$1,000,000 as required by Paragraph 115 of the AOC.

Finally, pursuant to Section 12 of the Financial Assurance Trust Agreement, I have enclosed a written agreement with the Trustee regarding compensation.

Thank you for your assistance with this matter. Please contact me with any questions.

Sincerely,



Chris S. Walker

Enclosures

cc: Deborah Benjamin, Esq. (via e-mail)
Bonnie A. Barnett, Esq. (via e-mail)
Brett E. Marston, Esq. (via e-mail)

Virgil Adams, Esq. (via e-mail)
Rebecca Davis, Esq. (via e-mail)
J. Barton Seitz, Esq. (via e-mail)



FINANCIAL ASSURANCE TRUST AGREEMENT
Armstrong World Industries Superfund Site, Operable Unit 2

Dated: October 16, 2018

This Trust Agreement (the "Agreement") relating to the Armstrong World Industries Superfund Site, Operable Unit 2 ("AWI OU-2 Site") Financial Assurance Trust account number 800104632393 is entered into as of October 16, 2018 between the AWI OU-2 Participating Parties Group (the "Grantors"), and *de maximis, inc.* (the "Trustee").

Whereas, the United States Environmental Protection Agency (EPA) and the Grantors have entered into an Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study dated September 18, 2018, EPA Docket No. CERCLA-04-2018-3759 (the "AOC"), pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675;

Whereas, the AOC provides that the Grantors shall provide assurance that funds will be available as and when needed for performance of the Work required by the AOC;

Whereas, in order to provide such financial assurance, Grantors have agreed to establish and fund the trust created by this Agreement; and

Whereas, the Grantors, acting through their respective duly authorized officers, have selected the Trustee to be the trustee under this Agreement, and the Trustee has agreed to act as trustee hereunder.

Now, therefore, the Grantors and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Agreement" shall have the meaning assigned thereto in the first paragraph of this Agreement.

(b) The term "Beneficiary" shall have the meaning assigned thereto in Section 3 of this Agreement.

(c) The term "CERCLA" shall have the meaning assigned thereto in the second paragraph of this Agreement.

(d) The term "Claim Certificate" shall have the meaning assigned thereto in Section 5(a) of this Agreement.

(e) The term "EPA" shall have the meaning assigned thereto in the second paragraph of this Agreement.

(f) The term "Fund" shall have the meaning assigned thereto in Section 3 of this Agreement.

(g) The term "Grantors" shall mean those parties which are listed on Appendix A hereto, whose authorized representatives have executed this Agreement, along with any successors or assigns of the Grantors.

(h) The term "Objection Notice" shall have the meaning assigned thereto in Section 5(b) of this Agreement.

(i) The term "AOC" shall have the meaning assigned thereto in the second paragraph of this Agreement.

(j) The term "Site" shall have the meaning assigned thereto in Section 2 of this Agreement.

(k) The term "Trust" shall have the meaning assigned thereto in Section 3 of this Agreement.

(l) The term "Trustee" shall mean the trustee identified in the first paragraph of this Agreement, along with any successor trustee appointed pursuant to the terms of this Agreement.

(m) The term "Work" shall have the meaning assigned thereto in the AOC.

(n) The term "Work Takeover" shall have the meaning assigned thereto in the AOC.

Section 2. Identification of Site and Costs. This Agreement pertains to costs for Work required at the Armstrong World Industries Superfund Site, Operable Unit 2, in Macon, Macon-Bibb County, Georgia (the "Site"), pursuant to the AOC.

Section 3. Establishment of Trust Fund. The Grantors and the Trustee hereby establish a trust (the "Trust"), for the benefit of EPA (the "Beneficiary"), to ensure that funds are available to pay for performance of the Work in accordance with the terms of the AOC. The Grantors and the Trustee intend that no third party shall have access to monies or other property in the Trust except as expressly provided herein. The Trust is established initially as consisting of cash and/or cash equivalents in the amount of \$1,000,000, which is acceptable to the Trustee and described in Schedule A attached hereto. Such funds, along with any other cash and/or cash equivalents hereafter deposited into the Trust, and together with all earnings and profits thereon, are referred to herein collectively as the "Fund." The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantors,

any payments necessary to discharge any liabilities of the Grantors owed to the United States.

Section 4. Deposits into the Trust. If at any time the EPA determines that the Trust does not contain sufficient funds to complete the Work in accordance with the terms of the AOC, the EPA shall direct the Grantors to deposit additional cash and/or cash equivalents. The Grantors shall make the deposit into the Trust within thirty days of receiving EPA's determination.

Section 5. Payment for Work Required Under the AOC. The Trustee shall make payments from the Fund in accordance with the following procedures.

(a) From time to time, the Grantors and/or their representatives or contractors may request that the Trustee make payment from the Fund for Work performed under the AOC by delivering to the Trustee and EPA a written invoice and certificate (together, a "Claim Certificate") signed by an authorized representative of the Grantors (or the relevant contractor). Any Claim Certificate should be in a form substantially identical to the sample provided in Exhibit A and, at a minimum, should:

- (i) Include a certification that the invoice is for Work performed at the Site in accordance with the AOC;
- (ii) Describe the Work that has been performed;
- (iii) Specify the amount of funds requested from the Trust; and
- (iv) Identify the payee(s) of the funds request.

(b) EPA may object to any payment requested in a Claim Certificate submitted by the Grantors (or their representatives or contractors), in whole or in part, by delivering to the Trustee a written notice (an "Objection Notice") within 30 days after the date of EPA's receipt of the Claim Certificate as shown on the relevant return receipt. An Objection Notice sent by EPA shall state (i) whether EPA objects to all or only part of the payment requested in the relevant Claim Certificate; (ii) the basis for such objection, (iii) that EPA has sent a copy of such Objection Notice to the Grantors and the date on which such copy was sent; and (iv) the portion of the payment requested in the Claim Certificate, if any, which is not objected to by EPA. EPA may object to a request for payment contained in a Claim Certificate only on the grounds that the requested payment is either (x) not for the costs of Work under the AOC or (y) otherwise inconsistent with the terms and conditions of the AOC.

(c) If the Trustee receives a Claim Certificate and does not receive an Objection Notice from EPA within the time period specified in Section 5(b) above, the Trustee shall, after the expiration of such time period, promptly make the payment from the Fund requested in such Claim Certificate.

(d) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 5(b) above, but which Objection Notice objects to only a portion of the requested payment, the Trustee shall, after the expiration of such time period, promptly make payment from the Fund of the uncontested amount as requested in the Claim Certificate. The Trustee shall not make any payment from the Fund for the portion of the requested payment to which EPA has objected in its Objection Notice.

(e) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 5(b) above, which Objection Notice objects to all of the requested payment, the Trustee shall not make any payment from the Fund for amounts requested in such Claim Certificate.

(f) If, at any time during the term of this Agreement, EPA implements a "Work Takeover" pursuant to the terms of the AOC and intends to direct payment of monies from the Fund to pay for performance of Work during the period of such Work Takeover, EPA shall notify the Trustee in writing of EPA's commencement of such Work Takeover. Upon receiving such written notice from EPA, the disbursement procedures set forth in Sections 5(a)-(e) above shall immediately be suspended for costs of Work taken over by EPA, and the Trustee shall thereafter make payments from the Fund only to such person(s) as the EPA may direct in writing from time to time for the sole purpose of providing payment for performance of Work required by the AOC. Further, after receiving such written notice from EPA, the Trustee shall not make any disbursements to Grantors for costs of Work taken over by EPA from the Fund at the request of the Grantors, including their representatives and/or contractors, or of any other person except at the express written direction of EPA. If EPA ceases such a Work Takeover in accordance with the terms of the AOC, EPA shall so notify the Trustee in writing and, upon the Trustee's receipt of such notice, the disbursement procedures specified in Sections 5(a)-(e) above shall be reinstated.

(g) While this Agreement is in effect, disbursements from the Fund are governed exclusively by the express terms of this Agreement.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with directions which the Grantors may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the Trust solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) securities, notes, and other obligations of any person or entity shall not be acquired or held by the Trustee with monies comprising the Fund, unless they are

securities, notes, or other obligations of the United States federal government or any United States state government or as otherwise permitted in writing by EPA;

(b) the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent such deposits are insured by an agency of the United States federal or any United States state government; and

(c) the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions hereof and thereof, to be commingled with the assets of other trusts participating therein.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(b) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States federal government or any United States state government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; and

(c) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by banking institutions, to the extent insured by an agency of the United States federal government.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund shall be paid from the Fund. All other expenses and charges incurred by the Trustee in connection with the administration of the Fund and this Trust shall be paid by the Grantors.

Section 10. Annual Valuation. The Trustee shall annually, no more than 30 days after the anniversary date of establishment of the Fund, furnish to the Grantors and to the Beneficiary a statement confirming the value of the Trust. The annual valuation shall include an accounting of any fees or expenses levied against the Fund. The Trustee shall also provide such information concerning the Fund and this Trust as EPA may request from time to time.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder; provided, however, that any counsel retained by the Trustee for such purposes may not, during the period of its representation of the Trustee, serve as counsel to the Grantors.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantors and as notified in writing to the Beneficiary; provided, however, that the Trustee shall have minimal duties and shall be entitled to minimal compensation, if any, for time periods in which the Trustee does not make payments from the Fund for Work performed under the AOC.

Section 13. Trustee and Successor Trustee. The Trustee and any replacement Trustee must not be affiliated with the Grantors. The Trustee may resign or the Grantors may replace the Trustee, but such resignation or replacement shall not be effective until the Grantors have appointed a successor trustee and this successor accepts such appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the cash and/or cash equivalents then constituting the Fund. If for any reason the Grantors cannot or do not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the Fund and the Trust in a writing sent to the Grantors, the Beneficiary, and the present Trustee by certified mail no less than 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions to the Trustee shall be in writing, signed by such persons as are empowered to act on behalf of the entity sending such orders, requests, and instructions to the Trustee, including those designated in the attached Exhibit B or such other designees as the Grantors may designate by amendment to Exhibit B. The Trustee shall be fully protected in acting without inquiry on such written instructions given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantors and the Trustee, and with the prior written consent of EPA, or by the Trustee and EPA if the Grantors cease to exist.

Section 16. Irrevocability and Termination. This Trust shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) the written direction of EPA to terminate, consistent with the terms of the AOC and (b) the complete exhaustion of the Fund comprising the Trust as certified in writing by the Trustee to EPA and the Grantors. Upon termination of the Trust pursuant to Section 16(a), all remaining Trust property (if any), less final Trust administration expenses, shall be delivered to the Grantors.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantors or EPA issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantors from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantors fail to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the state of Georgia.

Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 20. Notices. All notices and other communications given under this Agreement shall be in writing, identify the Site, provide a contact person (and contact information), and be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantors:

On behalf of Honeywell International Inc., to:

Prashant Gupta
Honeywell International Inc.
4101 Bermuda Hundred Road
Chester, VA 28386

With a copy to

Brett E. Marston

Arnold & Porter
601 Massachusetts Ave., N.W.
Washington, DC 20001-3743
(202) 942-6836
brett.marston@arnoldporter.com

On behalf of Reynolds Metals Company, LLC, to:

Richard D. Dworek
Richard D. Dworek
Arconic, Inc. (o/b/o Reynolds Metals Company, LLC)
Chief Environmental & Real Estate Counsel
201 Isabella Street
Pittsburgh, PA 15212
(412) 553-3596
richard.dworek@arconic.com

With a copy to

Chris S. Walker
K&L Gates LLP
214 N. Tryon Street, 47th Floor
Charlotte, NC 28202
(704) 331-7515
chris.walker@klgates.com

On behalf of The Unimax Corporation, to:

Stephen Kempf and Carol Ciklic
Stephen Kempf and Carol Ciklic
The Unimax Corporation
140 58th Street, Bldg. B, Suite 3C
Brooklyn, NY 11220
(718) 362-5139 (Kempf) and (212) 396-1088 (Ciklic)
skempf@leespring.com; cciklic@uimgt.com

With a copy to

J. Barton Seitz
Baker Botts L.L.P.
1299 Pennsylvania Avenue, N.W.
The Warner
Washington, DC 20004
(202) 639-7895
bart.seitz@bakerbotts.com

On behalf of Armstrong World Industries, to:

Bonnie A. Barnett, Esquire
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103
Bonnie.barnett@dbr.com

On behalf of Macon-Bibb County, to:

Rebecca Davis
Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Atlanta, GA 30309
rdavis@seyfarth.com

On behalf of Macon Water Authority, to:

Virgil L. Adams, Esq.
577 Mulberry St., Ste. 1250
Macon, GA 31201
VAdams@adamsjordan.com

(b) If to the Trustee, to:

R. Major Sharpe
Fund Administrator
de maximis inc.
450 Montbrook Lane
Knoxville, TN 37919
(865) 691-5052
major@demaximis.com

(c) If to EPA, to:

Brian Farrier
Project Coordinator
EPA Region 4 Superfund Remedial and Site Evaluation Branch
Sam Nunn Atlanta Federal Center
61 Forsyth Street SW
Atlanta, GA 30303
farrier.brian@epa.gov

With copy to:

Deborah Benjamin, Esq.
Associate Regional Counsel
Office of Regional Counsel - 13th Floor
Sam Nunn Atlanta Federal Center
61 Forsyth Street SW
Atlanta, GA 30303
404-562-9561
Benjamin.Deborah@epa.gov

Section 21. Other. The Grantors shall provide a copy of the AOC to the Trustee, and the Grantors shall submit an originally-signed duplicate of the executed Agreement to EPA.

[SIGNATURES ON FOLLOWING PAGE]

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

FOR THE GRANTORS:

Honeywell International Inc.

Date: 8/21/2018

By:

Printed name:

Title:

John J. Morris

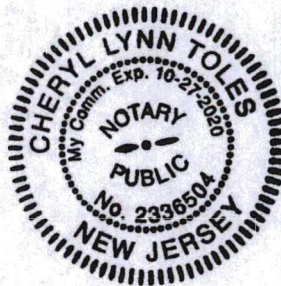
John J. Morris

Global Remediation Director

State of New Jersey
County of Morris

On this 21 day of August, before me personally came John J. Morris, to me known, who, being by me duly sworn, did depose and say that she/he is _____ Global Remediation Director of Honeywell International Inc., the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.


Cheryl Lynn Toles



Reynolds Metals Company, LLC (by Arconic Inc.)

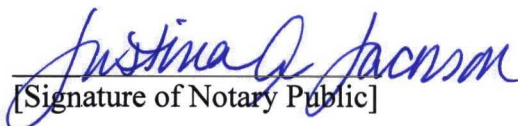
Date: October 11, 2018

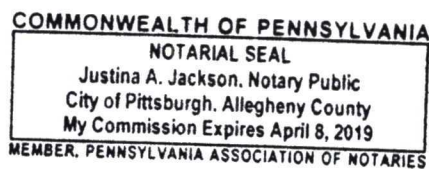
By [signature]:
Printed name:
Title:


Richard Dworek
Chief Environmental Counsel
Arconic Inc.

Commonwealth of Pennsylvania
County of Allegheny

On this 11th day of October, before me personally came Richard Dworek, to me known, who, being by me duly sworn, did depose and say that she/he is Chief Environmental Counsel of Arconic Inc., the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.


[Signature of Notary Public]



The Unimax Corporation

Date:

Printed name:

Title:

Oct. 2, 2018

By [signature]:

J. Barton Seitz

J. Barton Seitz, Baker Botts L.L.P.

Counsel for The Unimax Corporation

State of District of Columbia

County of

On this 2nd day of October, before me personally came J. Barton Seitz, to me known, who, being by me duly sworn, did depose and say that he is a Partner with Baker Botts L.L.P., Counsel for The Unimax Corporation, the entity described in and which executed the above instrument, by and through such counsel; and that he signed his name thereto.

William J. Scott

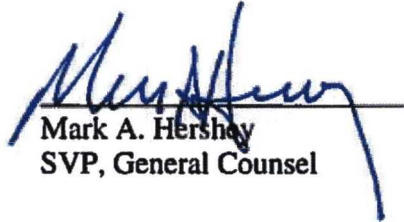
[Signature of Notary Public]

WILLIAM J. SCOTT
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 31, 2020

Armstrong World Industries


Date: August 23, 2018

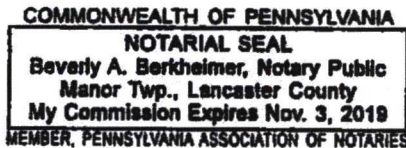
By [signature]:
Printed name:
Title:


Mark A. Hershey
SVP, General Counsel

Commonwealth of Pennsylvania
County of Lancaster

On this 23rd day of August, before me personally came Mark A. Hershey, to me known, who, being by me duly sworn, did depose and say that he is SVP, General Counsel of Armstrong World Industries, the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.


[Signature of Notary Public]



Macon-Bibb County

Date: Sept. 7, 2018

By [signature]:
Printed name:
Title:

Robert A.B. Reichert
Robert A.B. Reichert
Mayor

State of Georgia
County of Bibb

On this 7 day of September, before me personally came Robert A.B. Reichert
to me known, who, being by me duly sworn, did depose and say that she/he is
_____ [title] of Macon-Bibb County, the entity described in and which executed the
above instrument; and that she/he signed her/his name thereto.

Sheila F. Griggs
[Signature of Notary Public]



Macon Water Authority

Date: 8/16/18

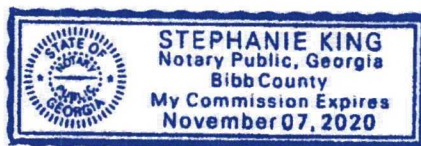
By [signature]:
Printed name:
Title:

Robert A. Rojas
Robert A. Rojas
Executive Director/President

State of Georgia
County of Bibb

On this 16 day of August, before me personally came Robert A. Rojas
to me known, who, being by me duly sworn, did depose and say that she/he is
[title] of Macon Water Authority, the entity described in and which executed
the above instrument; and that she/he signed her/his name thereto.

Stephanie King
[Signature of Notary Public]



FOR THE TRUSTEE:

Date: 10/16/18

By [signature]:

Printed name:

Title:

R. Major Sharpe
R. Major Sharpe
Fund Administrator

State of Tennessee
County of Knox

On this 16th day of October, before me personally came R. Major Sharpe to me known, who, being by me duly sworn, did depose and say that she/he is Fund Administrator of de maximis, inc. the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

[Signature]
[Signature of Notary Public]



Schedule A
Initial Trust Funding

| DATE | FUNDING VALUE FOR WORK |
|--|-------------------------------|
| December 17, 2018 (within 90 days of Effective Date) | \$1,000,000.00 |

Appendix A

Grantors

1. Honeywell International Inc.
2. Reynolds Metals Company, LLC
3. The Unimax Corp.
4. Armstrong World Industries
5. Macon-Bibb County
6. Macon Water Authority

Exhibit A
Sample Claim Certificate

[Insert date]

[Insert Trustee's name pursuant to trust agreement's preamble]

[Insert Trustee's address pursuant to Section 20(b) of trust agreement]

[Insert authorized EPA official pursuant to Sections 20(c) of trust agreement]

[Insert address pursuant to Sections 20(c) of trust agreement]

Re: Request for payment from the Trust [insert trust account number or other identifying information] established as financial assurance for the [insert site name] Site

Dear [insert name of Trustee and authorized EPA official]:

Pursuant to Section 5(a) of the subject trust, the Grantors (as defined therein) and/or its representatives or contractors are authorized to request that the Trustee (as defined therein) make payment from the trust for Work (as defined therein) performed under the AOC (as defined therein) by delivering to the Trustee and EPA (as defined therein) a written request for payment signed by an officer of the requesting entity. By this letter, [insert requesting entity] requests payment from the trust. The bases for the payment request are more fully described below.

1. Certification: [insert certification from officer of requesting entity that the request is submitted for Work performed in accordance with the AOC].
2. Description of Applicable Work: [insert description of the Work that has been performed].
3. Amount of Payment Request: [insert amount of funds requested from trust].
4. Proposed Payee: [insert identification of payee(s) of the funds requested].

Please let me know if you have any questions. I can be reached at [insert telephone number and email address].

Sincerely,

[insert name of officer of the requesting entity]
[insert address of the requesting entity]

[cc: [Insert other EPA staff to receive payment requests pursuant to Section 20(c) of trust agreement]]

Exhibit B
**Grantor-Designated Individuals Authorized for Orders, Requests, and
Instructions**

Any of the following provided that all other persons identified below are copied on the order, request, and/or instructions to Trustee:

Brett E. Marston
Arnold & Porter
601 Massachusetts Ave., N.W.
Washington, DC 20001-3743
(202) 942-6836
brett.marston@arnoldporter.com

Chris S. Walker
K&L Gates LLP
214 N. Tryon Street, 47th Floor
Charlotte, NC 28202
(704) 331-7515
chris.walker@klgates.com

J. Barton Seitz
Baker Botts L.L.P.
1299 Pennsylvania Avenue, N.W.
The Warner
Washington, DC 20004
(202) 639-7895
bart.seitz@bakerbotts.com

Bonnie A. Barnett, Esquire
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103
Bonnie.barnett@dbr.com

Rebecca Davis
Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Atlanta, GA 30309
rdavis@seyfarth.com

Virgil L. Adams, Esq.
577 Mulberry St., Ste. 1250
Macon, GA 31201
VAdams@adamsjordan.com